



Amendment No. 1
To
Contract No. NA190000215
For
Perimeter Mowing Services for Colony Park
Between
Unity Contractor Services, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be August 14, 2020 through August 13, 2021. No options will remain.
- 2.0 The City hereby amends the subject contract to include tire removal as a line item as stated in Exhibit D. An additional \$18,000.00 is added and is reflected in the table below.
- 3.0 The total contract amount is increased by \$35,415.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/14/2019 – 08/13/2020	\$43,000.00	\$43,000.00
Amendment No. 1: Option 1 – Extension 08/14/2020 – 08/13/2021 Scope of Work amended – See Exhibit D 08/14/2020	\$35,415.00 <u>\$18,000.00</u> \$53,415.00	\$131,830.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Matthew
Sign/Date: **Duree**

Digitally signed by
Matthew Duree
Date: 2020.07.31
10:13:19 -05'00'

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Unity Contractor Services, Inc.

May 31, 2020

Christine Freundl
Redevelopment Project Manager
City of Austin | Economic Development Department
301 W. 2nd Street, Suite 2030 | Austin, TX 78701
Phone: (512) 974-7147

RE: COLONY PARK MOWING PROPOSAL CONTRACT ADDENDUM

Unity Contractor Services, Inc. (UCS) proposes to provide all labor, supplies and equipment to add tire removal; loading; hauling and disposal as a line item to the existing Mowing Maintenance Contract.

In addition to regular mowing services Unity proposes to remove; haul and properly dispose of tires that have been dumped at the Colony Park Loyola property.

All legitimate disposal facilities we have located charge a per tire price for proper disposal and a pull cost per load for proper disposal of tires. If added to your contract with Unity we would charge the following and include the removal; loading; hauling; pull off and disposal fees for tires will be a four hour minimum fee of \$240.00 +:

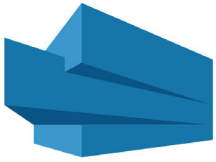
Up to 28"	= \$47 each	{ \$7 + \$40 }
29" to 34"	= \$64 each	{ \$8 + \$57 } <i>rare never before seen</i>
35" to 48"	= \$85 each	{ \$10 + \$75 } <i>rare never before seen</i>

Please feel free to call me with any questions. Quote prices are guaranteed for 120 days from memo date. Thank you for allowing us to be of service and please feel free to contact me for any additional information. Thank you

Sincerely,

Patrick Carter

Patrick Carter
President



City of Austin
Economic Development Department

P.O. Box 1088
Austin Texas 78767

July 10, 2020

City of Austin Purchasing Department
Attention: Claudia Rodriguez, Buyer
124 W 8th Street,
Suite 310
Austin, TX 78701

Dear Ms. Rodriguez,

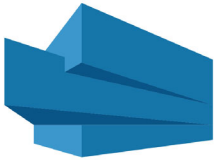
I am providing the information below as an amendment to the scope for contract [MA 5500 NA190000215](#) ([DO 5500 19081414150](#)) with Unity Contractor Services, Inc. (VS0000004060).

Exhibit A – “Unity Contractor Services, Inc. Proposal dated 7/3/10 (Contractor’s Proposal)” is modified to include these additional services:

September	Tire removal based on need. Not to exceed	\$3,600
January	Tire removal based on need. Not to exceed	\$3,600
April	Tire removal based on need. Not to exceed	\$3,600
July	Tire removal based on need. Not to exceed	\$3,600
Additional Visit	Tire removal based on need. Not to exceed	\$3,600

Unit costs for removal of each tire are based tire size and include tire removal, loading, hauling, pull-off, and fee for proper disposal:

Up to 28” = \$47 each (\$7 + \$40)
29” – 34” = \$64 each (\$8 + \$57)
35” - 48” = \$85 each (\$10 + \$75)



**Economic
Development**
CITY OF AUSTIN

This amended scope will cover a one-time, 12-month extension of this contract beginning in FY2021.

Please contact Christine Freundl, Project Manager, at your convenience with any questions at 512-974-7147 or christine.freundl@austintexas.gov.

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Christine Freundl, AICP, LEED-AP, EDFP
Project Manager

Attachments: "RE: COLONY PARK MOWING PROPOSAL CONTRACT ADDENDUM"

cc: Christine Maguire, EDD
Martin Barrera, EDD
Casey Ubias, EDD
Michelle Clemons, EDD
Christine Maguire, EDD

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Unity Contractor Services, Inc
For
Perimeter Mowing Services For Colony Park
MA 5500 NA190000215**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Unity Contractor Services, Inc ("Contractor"), having offices at 6448 Hwy 290 East Ste A-113, Austin, TX 78723.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Patrick Carter, Phone: 512-775-6363 , Email Address: lenzyucs@swbell.net. The City's Contract Manager for the engagement shall be Christine Freundl, Phone: (512) 974-7147, Email Address: Christine.freundl@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the following tasks as enumerated in its Proposal attached hereto as Exhibit A dated July 3, 2019.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed for the initial term of \$43,000 and an additional \$35,415 for any extension option for a total not-to-exceed \$78,415 for all fees and expenses.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Economic Development Department
Attn:	Christine Freundl
Address	301 W. 2 nd Street, Suite 2030
City, State, Zip Code	Austin, TX 78701

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate

Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 Reimbursable Expenses. Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 Administrative. The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 Travel Expenses. All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6 Final Payment and Close-Out.

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 Term of Contract. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of fifteen (15) months. The Contract may be extended beyond the initial term for up to one (1) additional twelve (12) month periods at the City's sole option.

4.1.1 Upon expiration of the contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.2 Right To Assurance. Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 Default. The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place

Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance: The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

5.4 Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.5 Delays.

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.6 Ownership And Use Of Deliverables. The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.5.2 Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.5.3 Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.7 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.8 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 **Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Financial Disclosures and Assurances.** The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

7.7 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.8 **Indemnity.**

7.8.1 Definitions:

7.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.8.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.8.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.9 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.10 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Ricardo Zavala, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Unity Contractor Services, Inc

ATTN: Patrick Carter, Contract Manager

6448 Hwy 290 East Ste A-113

Austin, TX 78723

7.11 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.12 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.13 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.14 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.15 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.16 Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.17 Assignment-Delegation. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.18 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.19 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.20 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.21 Dispute Resolution.

7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor

will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.22 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.22.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.22.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.22.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.23 Subcontractors.

7.23.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.23.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.23.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.23.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.23.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.23.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.23.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.23.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.23.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.24 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.26 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.27 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.28 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.29 **Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.30 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.30.1 any exceptions to the Offer accepted in writing by the City;

7.30.2 the Supplemental Purchase Terms and Conditions;

7.30.3 the Standard Purchase Terms and Conditions;

7.30.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

7.31 **Interlocal Purchasing Agreements.**

7.31.1 The City has entered into Interlocal Purchasing Agreements with other governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible agencies that have an interlocal agreement with the City.

7.31.2 The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

UNITY CONTRACTOR SERVICES, INC

By: 

Signature

Name: Patrick Carter

Printed Name

Title: CEO

Date: 13 Aug 2019

CITY OF AUSTIN

By: 

Signature

Name: Ricardo Zavala

Printed Name

Title: Procurement Specialist III

Date: 8-14-19

List of Exhibits

Exhibit A	Unity Contractor Services, Inc Proposal dated 7/3/19 ("Contractor's Proposal")
Exhibit B	Non Discrimination Certification, Section 0800
Exhibit C	Non-Suspension or Debarment Certification, Section 0805



Unity Contractor Services, Inc.

7-3-2019

**Unity Contractor Services, Inc.
6448 East Hwy 290 Suite F113
Austin, TX 78723
512-926-8065**

Letter of Interest / Proposal

**City of Austin Economic Development Department
301 W. 2nd Street Suite 2030
Austin, TX 78701
512-974-7147**



Unity Contractor Services, Inc.

ENCLOSURES:

**COLONY PARK MOWING COST PROPOSAL
CORPORATE OVERVIEW
CAPABILITIES & CUSTOMER BASE
REFERENCES & PERFORMANCE ACCOLADES
TRAINING PROGRAM—VEGETATION DIVISION
INSURANCE**



Unity Contractor Services, Inc.

July 3, 2019

Christine Freundl
Redevelopment Project Manager
City of Austin | Economic Development Department
301 W. 2nd Street, Suite 2030 | Austin, TX 78701
Phone: (512) 974-7147

RE: **COLONY PARK MOWING PROPOSAL** Update 1 to 6/13/2019

Unity Contractor Services, Inc. (UCS) proposes to provide all labor, supplies and equipment for the following mowing plan activities to include recommended scope and timeline below for a term of one year with the potential of 2 one year renewals.

PROGRAM YEAR END 2 months

July Mowing to control overgrown vegetation providing a fire a break between COA property and adjacent neighborhoods providing 30 ft. mowing width

Debris Removal based on need of 28 cubic yards	\$2,510.00
Not to exceed	\$3,080.00

August	Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft. mowing width	\$1,995.00
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PROGRAM FISCAL YEAR SEPT 2019 thru AUGUST 2020

September Mowing to control overgrown vegetation providing a fire a break between COA property and adjacent neighborhoods providing 30 ft. mowing width

Debris Removal based on need of 28 cubic yards	\$2,510.00
Not to exceed	\$3,080.00

October	Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft. mowing width	\$1,995.00
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November	None
December	None

January Mowing to control overgrown vegetation providing a fire a break between COA property and adjacent neighborhoods providing 30 ft. mowing width

Debris Removal based on need of 28 cubic yards	\$2,510.00
Not to exceed	\$3,080.00



Unity Contractor Services, Inc.

February **None**

March Mowing to control overgrown vegetation adjacent to right-of-way providing 15
ft. mowing width **\$1,995.00**

April Mowing to control overgrown vegetation providing a fire a break between COA
property and adjacent neighborhoods providing 30 ft. mowing width **\$2,510.00**

Debris Removal based on need of 28 cubic yards
Not to exceed **\$3,080.00**

May Mowing to control overgrown vegetation adjacent to right-of-way providing 15
ft. mowing width **\$1,995.00**

June Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft.
mowing width **\$1,995.00**

July Mowing to control overgrown vegetation providing a fire a break between COA
property and adjacent neighborhoods providing 30 ft. mowing width **\$2,510.00**

Debris Removal based on need of 28 cubic yards
Not to exceed **\$3,080.00**

August Mowing to control overgrown vegetation adjacent to right-of-way providing 15
ft. mowing width **\$1,995.00**

CONTINGENCY: Additional Visit if potentially needed for excessive debris

Debris Removal based on need of 28 cubic yards
Not to exceed **\$3,080.00**

Repeat same cycles for upcoming years



Unity Contractor Services, Inc.

Debris Removal

* **First Priority:** Debris removal at perimeter where mowing will occur:

\$110 Per cubic yard cost

* **Second Priority:** Locations indicated on map where site is highly visible from the ROW:

\$110 Per cubic yard cost

Please feel free to call me with any questions. Quote prices are guaranteed for 90 days from memo date. Thank you for allowing us to be of service and please feel free to contact me for any additional information. Thank you

Sincerely,

Patrick Carter

**Patrick Carter
President**



Unity Contractor Services, Inc.

CORPORATE OVERVIEW

Unity Contractor Services, Inc. was founded in 1993 with a mission to be recognized as a leader in providing professional, safe high quality services to our clients. Through our business model 99% of Unity's customer base consists of City; County; State and Federal/Military contracts and 1% commercial customers. Unity possesses the relationships and logistical resources to perform its services nationwide and does so mainly at military bases. At the same time Unity's headquarters is in Austin, TX where we have had long standing community ties with a wide array of municipal customers. Unity consists of two Divisions {Vegetation/Grounds Maintenance & Tree Services} and {General Construction}. In Vegetation Management Unity provides mowing of DAMS, Landscape; multi-family housing complexes; chemical application; debris cleanup; emergency response; tree trimming and removal which includes power line clearing.

Government Experience:

Unity understands that there are unique nuances in working with municipal type entities and has worked with these type entities for over 25 years one of which included several years of hands on experience with the Austin Housing Finance Corporation and specifically the maintenance needs at Colony Park. The process requires open communication; collaboration and a thorough understanding of the inner workings and potential constraints or additional needs that can be needed as part of managing the contract and working within certain parameters and budgetary constraints. *The past issues with Colony Park have rests with lack of a maintenance program. The program outlined on the Cost Proposal demonstrates a manageable yet cost effective approach.*

Staff:

Unity Management and Crew Personnel are highly trained averaging 5 to 35 year of experience. Further 90% of our staff have over 5 years of tenure with our company.

Safety:

Unity proudly maintains an impeccable safety record with zero accidents since 1993. Unity is compliant with all local, state and federal safety regulations. And maintains multi-million dollar insurance levels and bonding capacity to provide its customers extended confidence in our abilities, responsibility and professionalism.

Key Designations:

Federal Small Disadvantaged Business - Small Business Administration
Federal HUBZone Certified by U.S. Small Business Administration
DBE/MBE/HUB Certified State of TX

TRAINING PROGRAM

Unity Contractor Services, Inc. ensures all crews are thoroughly trained up front and ongoing thru continuous on the job training as well as opportunities to take online distance learning courses at the companies expense.

We first assess an individual's past experience to determine the best matches depending on the specific work order task in order to facilitate a quality job skills match. High quality service and safety will be Top Priority for every task without exception. Unity then assigns a new employee to a job buddy for the more experienced worker to mentor the 'new guy'. They start with a 2 day Workshop. The Workshop topics include:

- Introduction to landscaping & grounds keeping
- Grounds maintenance
- Lawn & turf selection – types of grass & sod, planting suggestions
- Lawn Maintenance – fertilization, pre-emergent, water requirements, cutting, thatching, aeration, scalping
- Equipment & tools used in landscape maintenance
- Maintaining equipment & tools used in landscape maintenance
- Safety in operating power landscape equipment – safety wear, proper handling, PM
- Irrigation & watering
- Trees – types, pruning, irrigation, fertilization
- Shrubs & bushes – purpose, technique, irrigation requirements
- Fertilization, pesticides, herbicides, fungicides
- Diagnosing tree, shrub & plant problems
- Transplanting trees & shrubs
- Open discussions regarding landscape & grounds maintenance problems
- Questions and Answers

For the remainder of their first week the new employee would job shadow their Mentor/Buddy starting at the equipment yard where a hands on demonstration is done to ensure the employee is using equipment properly; efficiently and safely and applying the tools they learned from the workshop and from any past experience they may possess. Next the new employee goes out on a job with their Mentor and gets more hands on training. The Supervisor and the Buddy will compare notes and decide whether the new employee is prepared and ready to be assigned to a work crew or determine if additional one on one training is needed. After the 2nd week they

should be ready to be assigned to a crew or a determination will be made that they did not make the cut and employment would end. If the new person shows potential and has grasped the core skills then they will be placed on probation for 60 days. After 60 days a new assessment will be done and they should be at a point where they can successfully perform the job.

As part of our continuous ongoing training each crew will have Daily Safety Tailgate meetings. All job sites there will be a foreman that has no less than 5 years of experience that will be monitoring the crew on a daily basis that will identify coaching opportunities and give immediate feedback to the individual as needed. Then quarterly there is a more former refresher training.

Crews will begin at the equipment yard and after daily safety tail gate meetings work order assignments will be made. The Arborist will inspect the sites and provide oversight and direction to ensure proper cuts and protocol depending on the category of the work order at hand. Before and after pictures will accompany each follow up to wrap up the work at hand for close out.

Our commitment is to continue to ensure every customer job is a high priority. Our commitment in fulfilling the requirements of the solicitation will be to be well versed with the needs of the City and go in with the institutional knowledge; experienced staff; quality equipment and tools to perform the desired work product without fail.

In order to meet and exceed our established goals for safety, it will be imperative to train, re-train, document, foresee and correct situations with potential safety challenges. Accountabilities are defined and performance indicators are measured. All incidents are required to be reported and appropriately recorded.

Unity embraces the specifications and requirements prescribe thru arboricultural standards that will ensure consistency of tree practices and efficient economical tree maintenance which will be adhered to. Our quality assurance plan is structured to ensure potential problem areas are proactively identified before they occur and designed to immediately discover and correct issues that may arise.

Our quality oversight and inspection system will be incorporated into the City's needs and will be implemented to assist in ensuring that requested services are performed with the highest possible customer service and in conformance with contract requirements and industry standards. Our Pre-Job Safety Hazard Analysis follows the Code of Federal Regulations {CFR 29 1910.269}. We will also adhere to Environmental Control and Conservation pertaining to trees and vegetation. Herbicide and Irrigation work will only be performed by our licensed skilled operators if requested. Storm response crews will continue availability utilizing the rotational schedule that has been in place for several years and to date and a backup crew will be available should there be multiple storm response needs simultaneously and/or in multiple zones.

By having an on staff experienced Safety Officer and Trainer Unity has embraced the need for succession planning in order to build depth and to ensure institutional knowledge and skills are in place for back up contingency and continuity planning purposes.

The approach for each task work order will be mapped to the City provided scope of work and coordinated closely with City assigned staff. Engaged ongoing communication will be the essential approach without exception on tasks.

First aid kits are on-site for crews to use, as well as, a fire extinguisher on each truck.

ALL equipment will have appropriate legible signage and all crews will have appropriate attire that clearly identifies them as Unity worker including appropriate protective gear, one example would be safety glasses.

SERVICES:

The UCS SPOC and the backup SPOC are both knowledgeable Arborist that speak, understand and read English and have over 20 years of experience.

Timeliness will be key. Jobs will be performed within 3 weeks of notification if Routine and within 3 days if Priority with City approval. Site specific plans will be developed for Traffic Control and Pneumatic Aeration.

Our main approach for all work activities will be accomplished through

- Knowledge, Skills & Experience
- Open dialogue
- Ongoing open and active communication with our City Partners
- Accountability and flexibility

Going above and beyond the customer's needs to exceed expectations is always our goal.

Team Unity has achieved an outstanding safety record by making safety our first priority. The QS&E Manager is responsible for administering our safety and risk management program. He plans, directs and implements the safety program to ensure a safe, healthy and accident-free environment. His primary duties include:

- Review and analyze all accidents, incidents, documentation in monthly meetings.
- Hold monthly meetings to maintain the Accident Prevention Plan current and working efficiently and effectively to prevent losses, accidents, and injuries and to ensure that decisions affecting the safety program are implemented
- Maintain records of all work-related injuries/illnesses and update all data pertaining to injuries or illnesses that did or did not require medical treatment
- Maintain and review records of all safety inspections
- Maintain investigation records, documentation, activities, and findings of the investigation
- Routinely inspect equipment to meet manufacturer and OSHA standards
- Ensure all employees receive safety training and document all safety training conducted

Team Unity strictly follows manufacturer and OSHA safety standards regarding equipment use. Recommended guards on weed-eaters and mowers are used in all public areas to eliminate hazards. All equipment is maintained in proper working order and inspected regularly for safety compliance.

We understand the importance of maintaining constant communication with the control tower when servicing airfields and helicopter landing areas. All work performed in these sectors will be coordinated with appropriate Government personnel according to a pre-determined schedule, and schedule will be verified immediately before performing services to check for any necessary changes. While services are being performed, our personnel will maintain constant radio communication with the control tower in the event that the field needs to be immediately cleared.

SAFETY PLAN

Team Unity believes that no job or task is more important than worker health and safety. If a job represents a potential safety or health threat, every effort will be made to plan a safe way to do the task. Every procedure must be a safe procedure. In order to meet and exceed our established goals for safety, Team Unity recognizes that it is important to train, re-train, document and correct persons or situations with potential safety or health challenges. We define accountabilities and measure and performance indicators in tracking health and safety concerns.

All OSHA rules, regulations and standards are followed and enforced for all Team Unity employees and subcontracting personnel. All equipment is properly maintained and inspected regularly. Our crews are experienced and well trained to complete assigned tasks in a safe manner. Our company training program is evidenced through well-planned and comprehensive on-the-job training preceded by formal safety training conducted by the QS&E Manager before an employee or subcontractor is allowed on the jobsite. All incidents are required to be reported and appropriately documented. Before the start of a job, a tailgate meeting with topics pertinent to the current work environment is conducted.

PERSONNEL PROTECTIVE EQUIPMENT (PPE)

The following describes our standards for use of PPE by all employees and subcontractors:

1. Head protection is worn on job sites when there is potential for hazard.
2. Eye protection is worn to protect from hazards of flying objects or particles, chemicals, arcing, glare, or dust.
3. Protective footwear is worn to protect from falling objects, chemicals, or sharp objects.
4. Protective gloves or clothing is worn when required to protect against a hazard.
5. Harnesses and lanyards are utilized for fall protection as required per OSHA standards.

Grounds Maintenance Services

Through our extensive experience in providing grounds maintenance services for federal and commercial clients, Team Unity has established procedures for performing mowing, trimming, edging, weeding, pruning, cleanup and waste removal services. The chart below describes services performed and our quality standard for each.

Grounds Maintenance Services		
Service	Description	Quality Standard
Mowing	Includes all grassy fields, yards and ditches	Safety equipment used in public areas No scalping, gouging or rutting Uniform 2 ½ inch cut RGAAF and HAAF cut to 3 ½ inches On RGAAF and HAAF, head-sets used to monitor communications from control tower Even distribution of clippings No shredding of grass blades Wildflower patches 10 feet or greater in diameter are not mown, unless directed by COR Mulching or grass catcher equipment used around buildings No more than 1/3 of the leaf surface is cut at once Service frequency for each area per client need. All mowing accomplished in an attractive manner, free of scalping, rutting, bruising or uneven or rough appearance.
Chemical Trimming	Chemical trimming services combined with mechanical trimming to remove dead grass	All vegetation in joints of surfaced areas controlled Vegetation around landscape rock, motor pools and buildings is controlled Fence lines trimmed within 12 inches of fence No herbicide on landscape plants On RGAAF and HAAF, obstacles located out of the cyclic area trimmed to 2 feet around, followed by mechanical trimming to remove dead grass Chemical trim work is provided after mechanical trim is

Grounds Maintenance Services

Service	Description	Quality Standard
Mechanical Trimming	Mechanical trimming around buildings, steps, ramps, docks, headwalls, down guys, trees, fire hydrants, utility poles, signs, monuments, and displays Shrubs trimmed	completed, only as directed and only with approved chemicals. All trimming matches grass height of mowing Areas with metal skirting, fibrous material buildings that could be damaged are avoided Shrubs trimmed to appropriate size and symmetry, according to schedule Dead and diseased branches disposed of properly Trim grass around buildings, signs, hydrants, fences, trees, flower beds, shrubs. Grass is trimmed to the same height as the mowing for uniform appearance.
Mechanical Edging	All grass along sidewalks, curbs, slabs, driveways, inlet boxes, and drainage ditches is cut	All edges are vertical No digging or trenching is allowed Concrete edges are not damaged Ensure attractive edge along curbs, sidewalks, and other paved surfaces Maintain a ½" wide 1" deep clear zone. All edging performed by mechanical means.
Weeding	Check all plat beds for weeds and grass	Daily checks for weeds performed No mechanical equipment used in beds
Cleaning and Waste Removal	Cleaning, collection and transportation of all non-hazardous material to landfill, compost or recycling center	All waste is removed and disposed of properly Transportation accomplished same day produced unless otherwise arranged with COR No burning of waste allowed For all service locations, policing of all areas which includes leaves, branches, trash and debris at the frequencies indicated in the contract. All green waste is processed through the compost facility.

Unity Contractor Services ARBOR SAFETY POLICIES AND GUIDELINES			
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Purpose:

To comply with Federal and State regulation under ANSI Z133 and OSHA title 8-1910.

Scope:

The Safety Guidelines outlined in theses Policies apply to all Unity Contractor Services, Inc. (UCS) employees.

Introduction:

These policies of Unity Contractor Services represent general guidelines. They are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the company. Nothing in the policies as they now exist or may in the future be revised, is intended or should be construed as a contract of employment, express or implied, nor a promise of employment for a specific period of time, nor a requirement that any specific procedure be followed in handling personnel issues.

Arboriculture/Tree Trimming Clarifications:

❖ **Arboriculture** – The art, science, technology, and business of utility, commercial, and municipal tree care.

❖ **Tree Trimming, application, and compliance of the ANSI Z133.1-2006:**

- **ANSI Z133.1-2006, Section 1.3:** All tree trimming operations shall comply with the ANSI Z133.1-2006 Standard. It is intended to apply to all employers engaged in the business, trade, or performance of arboriculture. This includes all employers engaged in tree pruning, tree repair, maintenance, and removing of trees or cutting brush, pest control and/or soil management that hire one or more persons to perform such work. The ANSI Z133.1 Standard serves as a reference for safety requirements for those engaged in tree pruning, repairing, maintaining, removing trees, cutting brush, or performing pest control or soil management.
- The Unity Contractor Services require that all of its business units, managers, and employees engaged in any arboriculture operations to comply with all rules set by the ANSI Z133.1 Standard in its entirety.
- **ANSI Z133.1-2006, Section 1.4- Responsibility of the Employee:** Each person (employee or otherwise) shall be responsible for his or her own safety while on the jobsite and shall comply with the appropriate federal or state occupational safety and health standards, and all rules, regulations, and orders that are applicable to his or her own actions and conduct.

Company Safety Guiding Principles:

To All Employees:

The following policies of Unity Contractor Services are not inflexible rules or requirements. They may be changed by the Company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All UCS employees must follow safe practices at all times. All UCS employees must accept and follow all rules of safety.

Whenever an UCS employee finds an unsafe condition they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an UCS employee leave a shift without reporting an injury that occurred.

All UCS employees will be trained in safe practices. If any UCS employee is observed violating safe practices, the employee will receive a written violation warning. Depending on the severity of the offense, or the frequency of related offenses, the Company may elect to implement any level of disciplinary action up to and including termination.

Unity Contractor Services will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee!

All employees are asked to inform their supervisor, safety committee personnel, or management of any work hazards of which they might be aware. UCS will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or someone from management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods to prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

Safety – Assigned Responsibilities

Managers- In effectively executing their safety responsibilities, managers will:

- ✿ Familiarize employees with the safety program and ensure its effective implementation.
- ✿ Promote and enforce weekly Tailgate Training and Safety meetings.
- ✿ Be aware of all safety considerations when introducing all new processes, procedures, machines or materials to the workplace.
- ✿ Give maximum support to all programs and committees whose function is to promote safety and health.
- ✿ Actively participate in safety activities as required.
- ✿ Review serious accidents to ensure that proper reports are completed, and appropriate action is taken to prevent recurrences.
- ✿ Update the UCS Safety Manager weekly on all safety meetings, safety violations, disciplinary action, and action items, accidents and/or injuries, and due dates.

Supervisors

Their responsibilities are to:

- ✿ Familiarize themselves with company safety policies, programs and procedures.
- ✿ Provide appropriate safety training to employees prior to the assignment of duties.
- ✿ Consistently and fairly enforce all company safety rules at all times.
- ✿ Investigate injuries to determine cause, and then take action to prevent recurrence.
- ✿ See that all injuries, no matter how minor, are treated immediately and referred to the front office to ensure prompt reporting to the insurance carrier.
- ✿ Inspect work areas often to detect unsafe conditions, machinery, and work practices. Use company self-inspection checklists forms as required to insure worksite safety.
- ✿ Report all injuries or accidents immediately and according to company policies.

All Employees:

Employee responsibilities for safety include the following:

- ✿ Adhere to all safety rules and regulations per COMPANY, ANSI and OSHA rules.
- ✿ Wear appropriate Safety Personal Protective Equipment as required.
- ✿ Maintain all tools and equipment in good condition, with all safety guards in place when in operation or when stored.
- ✿ Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- ✿ Encourage coworkers to work safely.
- ✿ Report unsafe acts and conditions to their supervisor, safety personnel, or management.
- ✿ Operate all vehicles, machinery, and equipment in a safe and professional manner at all times.

All UCS employees will need to review and understand the requirements of the ANSI Z133.1-2006 Standard.

- ✎ The ANSI Z133.1 Standard was developed by Arborists, for Arborists under the Standards developing procedures created by the American National Standards Institute.
- ✎ You should not expect to have to deviate from the ANSI Standard's requirements, but if you do, you will have to be able to justify your actions. Failing to justify any deviation from these Standards will require disciplinary action up to and including termination of employment.
- ✎ **"Should" and "Shall"** as they are used in the standard.
 - "Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice.
 - "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, except where an exception may be noted in the ANSI Standard.
- ✎ Finally, Arbor employees will need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of Unity Contractor Services but yet adds to it.

General Safety Rules

For the protection and safety of all employees, Unity Contractor Services and the Tree Care Industry Association have established the following rules designed to prevent accidents and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

- ✎ Proper footwear and clothing will be worn at all times.
- ✎ Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.
- ✎ Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.
- ✎ Appropriate personal protective equipment, or PPE, will be worn for the task(s) at hand, as specified by training and job briefing(s). As per Unity Contractor Services Standard Operating Procedures. Personal Protective Equipment.
- ✎ Operate machinery with all safety guards or devices in place and operable. Tampering with safety devices is cause for immediate disciplinary action. As per Unity Contractor Services Standard Operating Procedures. Lockout/Tagout
- ✎ **Do not operate any machinery or equipment that you are not familiar with or have not been trained on and authorized to use.**
- ✎ **Do not operate any unsafe or broken equipment or machinery at any time.**
- ✎ All powered equipment must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.
 - Each person involved in maintenance must use his own personal padlock to ensure total lack of power until all work has been completed. As per Unity Contractor Services Standard Operating Procedures. Lockout/Tagout.
- ✎ Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.
- ✎ Do not leave tools, materials, or other objects on the ground, walkways, floor or any working area that might cause others to trip and fall.

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- ✿ Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electrical panels or traffic lanes.
- ✿ Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strain, **ASK FOR HELP.**
- ✿ Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.
- ✿ Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.
- ✿ Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.
- ✿ When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know Material Data Safety Sheets (MSDS) and where they are located. Review them often.
- ✿ Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.
- ✿ Do not attempt to operate any machinery or equipment for which you are not trained.
- ✿ Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.
- ✿ All work related injuries and accidents, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management personnel.
- ✿ Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.
- ✿ All employees must be thoroughly familiar with these basic ANSI safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination of employment with **Unity Contractor Services.**
- ✿ All Arbor employees must be aware of the **Unity Contractor Services Standard Operating Procedures.** Branch Evacuation and Emergency response plans.
- ✿ All employees must be aware of the **Unity Contractor Services Hazardous Communication Plan: As per Unity Contractor Services Safety Standard Operating Procedures & OSHA Hazardous Communication Plan.**
- ✿ All employees must be aware of the **UCS Substance Abuse Policy.**

Hazard Assessment for Personal Protective Equipment

The following table below contains descriptions of the typical tasks encountered in tree care operations and some of the potential hazards associated with tree care.

Equipment and Work Hazards Assessment Table

Tasks	Potential Hazards	Information Sources	PPE Required
Aerial Lift Operations	Electrical conductors, equipment failures, falls, hydraulic leaks, steep/uneven slopes, overhead obstacles, struck bys.	Tailgate Session #24; ANSI Z133.1 Sections 4.1, 4.2, 5.2, 5.6, 5.7	Hard hat, safety glasses, hearing protection, gloves, *fall protection (full body harness & lanyard)
Brush removal & chipping	Awkward movements and postures, flying debris, heavy weights, moving parts, noise, slips, trips, and falls, cuts, crushing injury, amputations.	Tailgate Session #39 and #18; ANSI Z133.1 Section-3.1,3.4, 5.3, 8.6	Hard hat, safety glasses, face shield, hearing protection, non-gauntlet gloves
Chain saw maintenance	Hot exhausts, cuts, noise.	Tailgate Session #28 ANSI Z133.1 Section 3.1,3.4	Hardhat, safety glasses, gloves, hearing protection.
Chain saw operation	Awkward postures, hot exhausts, cuts, improper stance, kickback, high noise levels, slips, trips, and falls; vibrations.	Tailgate Session #29; ANSI Z133.1 Section 3.1, 3.4, 6.1,6.3	Hardhat, safety glasses, hearing protection, gloves, saw chaps (when working on the ground)
Chipper Maintenance	Amputations, cuts, pinch points.	Tailgate Session #60, ANSI Z133.1 Section-3.1,3.4	Hard hat, safety glasses, hearing protection, gloves
Tree Trimming while Climbing aloft.	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment,	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.1, Sec.- 3,	Hard hat, safety glasses, hearing protection, gloves, *fall

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	insects/animals, abrasions.	4, 7, 6, & 8.1 - 8.7.9	protection
Driving	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
Hand Tool Use	Awkward postures, conductors, cuts, splinters, abrasions.	Tailgate Session #30; ANSI Z133.1 Sec.- 3.1, 3.4, & all 6 & 8	Hard hat, safety glasses, gloves
Ladder Use	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 Sec- 7.5 & 8.1.20	Hard hat, safety glasses, 'fall protection.
Limb Removal for Take-Down/Rigging Operations	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs, contusions, severe injuries	Tailgate Session #35; ANSI Z133.1 Sec.- 6, 8.1 - 8.7.9	Hard hat, safety glasses, gloves, proper ANSI rigging tools
Limbing and Bucking	Awkward posture, slips, trips, falls, tree roll, kick-back, limb tension,	Tailgate Session # 37; ANSI Z133.1 Sec-8.7	Hard hat, safety glasses, gloves
Use of blower, brush cutter, powered pole tools	Hidden objects, terrain, traffic, eye damage, high noise levels.	ANSI Z133.1 Sections- 3.4, 6.1, 6.4	Hardhat, safety glasses; hearing protection
Pesticide Handling & Application/Spraying & Spill cleanup	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session # 45, 54 ANSI Z133.1 Sections- 3.1 3.4, & 8.8	Hardhat, goggles or face shield, long-sleeved shirt, rubber boots, chemical resistant gloves
Pruning and Trimming	Poor communications, falling branches, conductors, abrasions.	Tailgate Session #33; ANSI Z133.1 8.2	Hard hat, safety glasses, 'fall protection
Storm Work	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energizing of lines	Tailgate Session #10; ANSI Z133.1 Section- 4.1 - 4.3.4	Hard hat, safety glasses, foul weather gear,
Stump Grinding	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 Section : 5.1 - 5.1.18, 5.5	Hard hat, safety glasses, face shield, hearing protection
Traffic Control	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 Section : 3.1 - 3.2.3	Hard hat, safety glasses, reflective vest, flag or signs
Trailer Towing & Setup	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38A Section: 5.1- 5.1.18, 5.3.8-5.3.10	Hard hat, safety glasses, traffic cones and signs, gloves
Tree Removal Operations	Falls, Barber-chairs, electrical conductors, cuts, struck-bys, chainsaw cuts	Tailgate Session #36; ANSI Z133.1 Section : 3.4, 6.3, 8.4,	Hard hat, safety glasses, hearing protection, gloves,

NOTE: The hazards in **bold** represent musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness.

Other Hazards that may relate to some or all of the above tasks are:

Drug Use and/or Alcohol Abuse, Fatigue, Fire, Lyme Disease, Poisonous Plants, Violent Workers/Customers, and Weather.

Back Injury Prevention

Causes of back injury

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order. Muscle strains and sprains – soft tissue injuries - cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur. Therefore your back injury prevention program should focus on preventing strains and sprains.

1) Table 1 - How Back Injuries Happen

Lifting . . .

large objects
 irregularly-shaped objects
 over the shoulder

Twisting . . .

while feeding brush into a chipper
 while positioning in a bucket or a tree
 while dragging brush, reaching, using long poles
 from sudden slips due to poor ground conditions
 on slippery equipment in snow or rain

Jumping . . .

off truck bed or out of truck cab
 over fences
 off ladders
 out of trees

Pulling . . .

ropes
 hangers
 trees, on removals

Preventive measures

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury – see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).



Motivate employees to take responsibility for back safety at work and at home.

The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

- ✘ Be sure clear the travel path available if the weight is to be carried from one place to another.
- ✘ Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.
- ✘ Make a preliminary lift to be sure the load can be safely handled.
- ✘ Place feet solidly on the walking surface.
- ✘ Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.
- ✘ Keep back as straight as possible. It may be far from vertical but should not be arched.
- ✘ Lift with the legs, not the back, keeping the weight as close to the body as possible.
- ✘ Use a second worker when necessary.



Stretching and exercises

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker. *Specific Operational Procedures & Safety Guidelines*

Cosmetic appearance of trucks and equipment is in the strictest sense a maintenance function that is overlooked all too often.

However, it is something that must be followed on a continuing basis to keep it in check.

Stump Grinder

- ✘ Check all moving parts and hoses before operations
- ✘ Stand clear of stump when grinding
- ✘ Keep restraining curtain in place, turn motor off and be sure grinding wheel is prevented from turning when servicing or adjusting
- ✘ Do not move from operating position until grinding wheel has stopped turning
- ✘ Observe all operating procedures as posted
- ✘ When transporting, secure with load binders at all times
- ✘ PPE (ear protection, mask and hardhat) shall be worn during operations

UCS Trucks

- ✘ Perform pre-trip inspection before operations and post-trip inspection after operations
- ✘ Report any problems immediately to your supervisors
- ✘ Maintain vehicle maintenance logs at all times
- ✘ PPE as directed (head protection, hands, eye protection) must be worn
- ✘ Check chainsaws or other power equipment for fuel and oil before using and removing from truck
- ✘ Chock wheels when parking and set brake
- ✘ Stow all safety equipment/climb gear in a safe manner that will not damage or destroy its integrity

Chipper

- ✘ Make sure all safety devices are functional before operating
- ✘ Observe lockout procedures when changing knives
- ✘ Do not start machine with debris in chute, table, or other areas that would affect startup operations
- ✘ Always feed the chipper from the side. Preferably on the curb side away from traffic.
- ✘ Never put hands past the rear plane of the infeed hopper or into feed table area!
- ✘ Keep hands off of winch cable when pulling logs or debris
- ✘ Chock wheels and set-up traffic cones around chipper anytime it is disconnected from the truck
- ✘ Never leave the chipper unattended with key left in the ignition
- ✘ Keep work area around chipper clean from tripping hazards
- Never use any portion of your body to shove brush or logs into the chipper, always push smaller material in with another limb or push stick.
- Never wear jewelry, loose clothing, chaps, climb gear, body belts, harnesses, lanyards, or gauntlet type gloves while chipping!

Techniques for fewer problems with the chipper

- ✘ Always let chipper warm up for 3 minutes.
- ✘ Have proper engine speed before feeding heavy sticks.
- ✘ Ease in clutch at low rpm
- ✘ Pull chipper with tongue extended to maximum length.
- ✘ Conditions may vary but keep chipper as level as possible when operating.
- ✘ Always have a second crew member directing when backing the chipper.
- ✘ Keep chipper knives sharp and in matched sets for best balance

Aerial Lifts

Follow all safety rules pertaining to ANSI Z133.1-2006 (See ANSI Z133.1-2006, Section 5.1 & 5.2)

- ✿ Chock wheels, set hand brake/hydraulic brake before Aerial operations began
- ✿ Lower outriggers fully on solid ground and make secure
- ✿ Visually inspect all critical welds, cables and hoses before operation per manufacturers instructions
- ✿ Secure full body harness and attach safety belt lanyard to an approved, secure, boom attachment
- ✿ Do not operate within 10 feet of power lines unless specifically trained and authorized to do so.
- ✿ Insure that boom is properly stowed before traveling. NEVER TRAVEL WHILE THE ARBORIST IS IN THE BUCKET AT ANY TIME!
- ✿ Operate lift from ground controls through full range of motion before tree operations begin.
- ✿ Fill out Boom Inspections forms according to company and manufacturer specifications.

Log Splitter

- ✿ Check hoses and hydraulic fluid levels before operation
- ✿ Wear PPE when operating
- ✿ Keep hands away from blade and during operation
- ✿ Follow lock-out procedures before fixing jams
- ✿ Turn engine off to refuel
- ✿ Block wheels on level ground before operating

Ladders

- ✿ Get help with very long or heavy ladders.
- ✿ While ascending a ladder to gain access to a tree the Arborist shall not work from a ladder until he/she is tied in or otherwise secured to the tree. **See ANSI Z133.1-2006, Section 8.1.20**
- ✿ Make sure there are no power lines or branches that are low enough to interfere or contact ladder.
- ✿ Make sure the ladder has firm, level footing. Do not shim with multiple boards or blocks.
- ✿ For a straight or extension ladder set the base out one foot for every four feet of height.
- ✿ The ladder should be tall enough that you do not have to stand on the top three rungs.
- ✿ Long or light metal ladders should be tied off or otherwise secured at the top.
- ✿ Two hands should be used when climbing a ladder.
- ✿ If you are line clearance qualified and electrical lines are present, use only a nonconductive ladder.

***Fall Protection Requirements:** All fall protection used for Arbor UCS work must meet or exceed ANSI Z359.1-2007 Standards and all requirements of the ANSI Z133.1-2006 Standards for Arboriculture Operations. (See ANSI Z133.1-2006, Sections 8.1-8.1.24)

Driver Standard Operating Procedures & Safety Guidelines

- ✿ Keep your vehicle presentable, and drive in a safe and courteous manner. The company's image is presented each time you drive our vehicle.
- ✿ Inspect motorized vehicles and other mechanical equipment daily or prior to use per the pre-trip inspection checklist.
- ✿ No smoking during refueling. Turn engine off to refuel.
- ✿ You are not permitted to operate the company vehicle out of the **Unity Contractor Services Arbor Division** radius of operations without specific authorization from your supervisor.

- ✳ **Company vehicles are to be used only by approved company drivers.** No riders or non-employee passengers are permitted. The company vehicle is to be used exclusively for company business—no personal use is permitted.
- ✳ As the driver you are responsible for all co-workers. All seat belts must be worn at all times.
- ✳ Report mechanical problems to your supervisor immediately. Do not operate a vehicle that is unsafe.
- ✳ Report all accidents and traffic infractions to your supervisor.
- ✳ Anyone operating a company vehicle while under the influence of alcohol or a controlled substance will be terminated.
- ✳ Shut off engine, set brakes, and block wheels when parked, before loading or unloading vehicles, and before beginning on-site work. This includes trucks, equipment, and aerial lift devices.
- ✳ Any vehicle found to be defective shall be removed from service until properly repaired.
- ✳ All vehicles and equipment shall be operated in accordance with the manufacturer's recommendations. Outriggers and wheel chocks shall be in place before operating vehicle-mounted equipment. Brakes shall be properly set.
- ✳ In the event of traffic around the work site, proper traffic control procedures will be in effect.
- ✳ Always use a helper when backing vehicles at all times.

Vehicle Post-Trip Inspections/Reporting: (DOT Log Book)

- ✳ See VIRs (Vehicle Inspection Reports) TruGreen DOT05.

Pre & Post Trip Vehicle Inspections: (DOT Log Book)

- ✳ Enter truck number, current mileage and other applicable information in the space provided at top. Press hard, there are two copies. Also enter chipper or other towed equipment number, if applicable, in the space provided.
- ✳ Complete the inspection at completion of the day's work. Check appropriate box(s) to indicate defect(s). If you find a defect that is not listed, enter it in comment section.
- ✳ If no defects are noted, check NO DEFECTS.
- ✳ Sign and date in space provided to certify inspection.
- ✳ Remove the office copy and distribute as instructed. The truck copy of the inspection report must be carried on the truck at all times.

Report Retention

- ✳ The original copy of each DOT truck inspection report and the certification of repairs must be retained for at least three (3) months from the date the report was prepared.

Important !

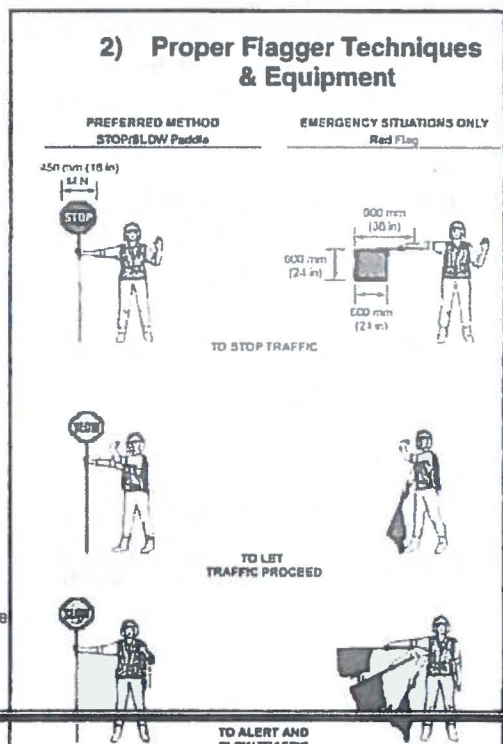
Before attempting maintenance on any chipper, read and follow the manufacturer's recommendations

***Work Zone Setup**

*See Unity Contractor Services Work Zone Booklet

Flaggers

Unity Contractor Services Company Safe
Policy - 13



- ✿ When your work operation requires traffic from both directions to use a single lane for a limited distance, then a Flagger or Flaggers are required.
- ✿ **Tree care crews may need to:**
- ✿ Train all Flaggers consistent with their level of responsibility and work zone conditions. Flaggers should know the traffic flow, the work zone setup, and proper placement of traffic devices.
- ✿ Assign each Flagger responsibility for monitoring operations in his or her immediate work area.
- ✿ Authorize Flaggers to recommend to the traffic control supervisor that operations be temporarily halted and the hazard corrected when they see a hazard threatening the safe movement of traffic through the work zone.
- ✿ Authorize Flaggers to halt operations in the event a hazard arises and the traffic control supervisor is not in the immediate area.
- ✿ Train Flaggers to maintain sufficient distance from other workers so that passing motorists can identify them.
- ✿ In the event multiple Flaggers are required, ensure they have the appropriate sight distance or two-way radios to communicate effectively.
- ✿ Use alternatives to Flaggers when traffic control is required under hazardous conditions such as high traffic speeds, inclement weather, night work, and other conditions that limit visibility.
- ✿ When a one-lane, two-way traffic control zone is short enough to allow a Flagger to see from one end of the zone to the other, traffic may be controlled by either a single Flagger or a Flagger at either end of the section. When a single Flagger is used, he/she should be positioned on the road shoulder opposite the work zone.
- ✿ When visibility is restricted or a single Flagger cannot control traffic, then Flaggers are needed at either end of the traffic control zone. The Flaggers have to coordinate their actions through visual, voice or electronic communication.
- ✿ The Flagger(s) need to be positioned somewhere in advance of the activity area per Table 2, below.

✿ **High-Visibility Apparel**

- ✿ Tree care crews may need to:
- ✿ Require all workers on or near traffic to wear high-visibility clothing or apparel.
- ✿ Inspect high-visibility clothing regularly to ensure that color has not faded and that reflective properties have not been lost.
- ✿ So that workers do not blend into the background, consider seasonal variations in landscape and foliage when choosing colors for worker apparel.
- ✿ Consider using fluorescent garments with reflective material when working under poor lighting conditions.

3) Table 2: Distance of Flagger Station in Advance of the Activity Area

Speed (mph)	Distance (ft.)
20	35
25	55
30	85
35	120
40	170
45	220
50	280
55	335
60	415
65	485

Accident Investigation

- ✿ Referred to SOP under Unity Contractor Services Accident Investigation-

Lock-Out/Tag-Out

Generic sequence for securing equipment:

- ✿ The authorized person shall notify the crew and/or affected employees that maintenance/repair is to be done and that such equipment must be shut down and secured.
- ✿ The authorized person shall refer to the manufacturer's manual for proper procedures (as needed).
- ✿ If equipment is in operation, shut it down by normal procedures.

- ✿ Keyed ignition systems must be in working order. Keys shall be removed and pocketed by the foreman of mechanic. When there is no keyed ignition system, the battery cables or spark plug wires may be disconnected.
- ✿ Materials/parts that must be raised or disconnected and suspended shall be properly secured, such as with an appropriate sling or jack stand. Flywheels, such as chipper cutter heads, are to be blocked to prevent pinch points.
- ✿ Disengage the power take-off before servicing/repairing, such as with hose replacement. Disconnect all hydraulic tools before adjusting or servicing. Do not attempt to stop a hydraulic leak with your body.
- ✿ Rotating parts, such as chipper blades, shall be stopped before maintenance/repair.
- ✿ Ensure that equipment is isolated and will not operate before proceeding with maintenance/repair.
- ✿ When the engine must be running for tuning or adjustment. Special care must be given to moving parts.

Restoring Equipment to Service

When maintenance/repair is complete and equipment is ready to return to normal operation, the following steps shall be taken.

- ✿ Check for loose parts or tools that may have been left in the immediate area to prevent accidental contact with moving or electrical components when the equipment is engaged.
- ✿ Ensure that all guards are in place and employees are in the clear.
- ✿ Confirm that controls are in neutral.
- ✿ Reconnect key, cable or plug wires.
- ✿ Notify affected employees that equipment is ready to return to service.

Aerial Lift Testing

Frequent Inspection & Test (daily – monthly intervals)

- ✿ Inspection and tests referred to as critical in the manufacturer's manual must be strictly adhered to. Any suspected items must be carefully examined and a determination made by a qualified person as to whether they constitute a safety hazard. All unsafe items must be replaced or repaired before use.
- ✿ The operator shall perform the following tests and inspections once daily, prior to first use:
 - ✿ Operating controls and associated mechanisms for conditions interfering with proper operation
 - ✿ Visual and audible safety devices for malfunction
 - ✿ Hydraulic or pneumatic systems for observable deterioration or excessive leakage
 - ✿ Fiberglass and other insulating components for visible damage or contamination
 - ✿ Missing or illegible operational markings
 - ✿ Electrical apparatus for malfunction, signs or excessive deterioration, dirt, and moisture accumulation

Aerial Lift - Periodic Inspection and Test (1-12 month intervals)

- ✿ An inspection of the mobile unit must be performed at six to twelve-month intervals, depending upon its activity, severity of service, and environment or as specifically indicated below. This inspection needs to include all the items from the frequent inspection list, plus:
 - ✿ Structural members for deformation, cracks or corrosion
 - ✿ Parts, such as pins, bearings, shafts, gears, rollers, locking devices, chains, chain sprockets, wire ropes, and sheaves for wear, cracks or distortion

- ✿ Hydraulic and pneumatic relief valve settings
- ✿ Hydraulic system for proper oil level
- ✿ Hydraulic and pneumatic fittings, hoses, and tubing for evidence of leakage, abnormal deformation, or excessive abrasion
- ✿ Compressors, pumps, motors and generators for loose fasteners, leaks, unusual noises or vibrations, loss of operating speed, and excessive heating
- ✿ Hydraulic and pneumatic valves for malfunction and visible cracks in the external valve housing, leaks, and sticking spools
- ✿ Hydraulic and pneumatic cylinders and holding valves for malfunction and visible damage
- ✿ Hydraulic and pneumatic filters for cleanliness and the presence of foreign material in the system indicating other component deterioration
- ✿ Electrical systems and components for deterioration or wear including those not readily visible on a frequent inspection
- ✿ Performance test of all boom movements
- ✿ Condition and tightness of bolts and other fasteners
- ✿ Welds, as specified by the manufacturer
- ✿ Legible and proper markings of controls, ratings, and instructions
- ✿ Any suspected items shall be carefully examined and a determination made by a qualified person as to whether they constitute a safety hazard. All unsafe items shall be replaced or repaired before use.

Crane Inspection

The two general classifications are "frequent" and "periodic."

Frequent inspection: Daily to monthly intervals.

Periodic inspection: 1- to 12-month intervals, or as specifically recommended by the manufacturer.

The operator should check the following items daily:

- ✿ All control mechanisms for maladjustment interfering with proper operation
- ✿ Deterioration or leakage in air or hydraulic systems
- ✿ All safety devices for malfunction

The following items should be checked weekly or monthly, depending on how much the crane is used:

- ✿ All control mechanisms for excessive wear of components and contamination by lubricants or other foreign matter.
- ✿ Crane hooks, for deformations or cracks. For hooks with cracks or having more than 15 percent in excess of normal throat opening or more than 10° twist from the plane of the unbent hook.
- ✿ Rope reeling for noncompliance with manufacturer's recommendations.
- ✿ Electrical apparatus for malfunctioning, signs of excessive deterioration, dirt, and moisture accumulation.

Complete inspections of the crane must be performed at periodic intervals depending upon its activity, severity of service, and environment or as specifically indicated below.

These inspections have to include all "frequent" inspection items and in addition, items such as the following:

- ✿ Deformed, cracked, or corroded members in the crane structure and boom
- ✿ Loose bolts or rivets
- ✿ Cracked or worn sheaves and drums
- ✿ Worn, cracked, or distorted parts such as pins, bearings, shafts, gears, rollers and locking devices
- ✿ Excessive wear on brake and clutch system parts, linings, pawls, and ratchets
- ✿ Load, boom angle, and other indicators over their full range, for any significant inaccuracies

- ✘ Gasoline, diesel, electric, or other power plants for improper performance or noncompliance with safety requirements
- ✘ Excessive wear of chain-drive sprockets and excessive chain stretch
- ✘ Travel steering, braking, and locking devices, for malfunction
- ✘ Excessively worn or damaged tires
- ✘ All wire ropes (see below)
- ✘ A carbon dioxide, dry chemical or equivalent fire extinguisher has to be kept in the cab or vicinity of the crane. Since it stays with the crane, it too should be periodically checked to be sure that it is fully charged and functional.
- ✘ A crane that has been idle for a period of one to six months has to go through the frequent inspection checklist of daily/weekly/monthly items before placing in service.
- ✘ A crane that has been idle for six months or more has to be given a complete inspection comprised of frequent as well as periodic inspection items before being placed in service.
- ✘ Certification records must be updated monthly for critical items in use such as brakes, crane hooks, and ropes. They must show the date of inspection, the signature of the person who performed the inspection and the serial number or other identifier of the crane that was inspected. This certification record must be kept readily available, so it is advisable to keep a copy in the crane at all times.

Wire rope & sling inspection

A thorough inspection of all running ropes in use must be made at least once a month and a certification record which includes the date of inspection, the signature of the person who performed the inspection and an identifier for the ropes must be prepared and kept on file where readily available. An appointed or authorized person must perform all inspections.

If rope deterioration is noted that may result in appreciable loss of the rope's original strength, the inspector needs to determine whether further use of the rope would constitute a safety hazard. Some of the conditions that could result in an appreciable loss of strength are the following:

- ✘ Reduction of rope diameter below nominal diameter due to loss of core support, internal or external corrosion, or wear of outside wires.
- ✘ A number of broken outside wires and the degree of distribution of concentration of such broken wires.
- ✘ Worn outside wires.
- ✘ Corroded or broken wires at end connections.
- ✘ Corroded, cracked, bent, worn, or improperly applied end connections.
- ✘ Severe kinking, crushing, cutting, or un-stranding.
- ✘ On other ropes, heavy wear and/or broken wires may occur in sections in contact with equalizer sheaves or other sheaves where rope travel is limited, or with saddles. Particular care shall be taken to inspect ropes at these locations.
- ✘ All rope that has been idle for a period of a month or more due to shutdown or storage of a crane on which it is installed must be given a thorough inspection before it is used.
- ✘ A certification record that includes the date of inspection, the signature of the person who performed the inspection, and an identifier for the rope that was inspected shall be prepared and kept readily available.
- ✘ Particular care shall be taken in the inspection of non-rotating rope.
- ✘ Slings shall be inspected for damage or defect daily before use by a qualified person.

Unity Arbor Safety Training

(TCIA- Tree Care Industry Association-Tailgate Safety Program)

New Employee Orientation

☛ Same Day of hire Training.

➔ **Book Work (TCIA TAILGATE SAFETY)**

- ☛ Session 1 – Introduction to ANSI Z133.1
- ☛ Session 2 - General Safety requirements
- ☛ COMPANY/ANSI Safety Policies and procedures.

➔ **Arbor Safety Video/CD: (TCIA/ISA)** (Videos can be modified or changed to comply with TCIA/ANSI Arbor Safety and TruGreen New Employee Orientation).

☛ **ISA TREE WORKER SAFETY CD– General Safety Tab**

- ☛ Introduction to the Arboricultural Profession
- ☛ Objectives
- ☛ Laws and Regulations
- ☛ Personal Protective Equipment
- ☛ General Safety
- ☛ Electrical Hazard Awareness
- ☛ Chainsaw Safety
- ☛ Tree Felling
- ☛ Safe Brush Chipper Operation and Maintenance.

• **Mandatory Training that shall completed within 90 days of employment:**

➔ Training must be completed within 90 days of hire date and signed off by an immediate Arbor Supervisor/Manager.

☛ **Ground Person Operations:**

- Chipper Safety
- Verbal/Visual Communication Skills
- Proper Work Site Preparation and Set-Up
- Safe Work Habits
- Proper Fueling Procedures
- Lifting Procedures
- Personal Protective Equipment Policies
- Hazard Assessments and Reporting
- Back Injury Prevention
- Maintaining Professional Work Image
- Employee Safety and Working Habits Evaluation
- Preventing Struck-By's
- Hazards in the workplace
- Water Cooler cleanliness & filling properly.

✿ Arbor Equipment and Tool Operations:

- Standard Operating Procedures on all Arbor Equipment
- Safe Chainsaw use and operations
- Chipper operations and Safety
- Stump Grinder safety
- Root Pruner Safety
- Arbor Tool and Gear Safety, Inspections, and Operations
- Rope ID, basic Arbor knot types, & rope handling
- Proper Full Protection Safety and Inspections
- Fire Extinguishers (Proper use and Storage)
- First Aid Kits (Proper use & Storage)
- Aerial Lift Safety and Inspections

✿ Vehicle Safety:

- Chipper towing and hookup.
- Proper backing of equipment
- Smith Training
- Securing Loads
- Lock Out –Tag Out

Mandatory Documented Arbor Safety Training , Inspections, & OSHA compliance:

- Weekly Safety Meetings (TCIA TAILGATE SAFETY) with Arbor Manager (Documented) This training book covers all areas of Arbor Safety.
- Monthly ISA Tree Worker Safety Training for all employees (Documented)
- Monthly hands on Training with Arbor Supervisor/Manager (Books and Videos) (Documented)
- Monthly Aerial Rescue Training (Documented)
- Daily Pre-Job Hazards Surveys (Documented)
- Monthly Aerial Lift Inspections (Documented)
- Training of all Arbor employees to understand ANSI Z133.1-2006 Standards
- OSHA 300A Posting at Branch
- FILE OSHA 300 Log Requirements
- MSDS files for all chemicals on file in each truck and shop
- Haz-Com Program/Right to know
- Annual Electrical Hazard Awareness Program (Documented)
- Training for Qualified Line Clearance Arborist if needed
- Monthly Crew Inspections- Arbor Field Safety Reviews (Each crew, each month)

Annual /Bi-Annual Certifications for Employees or Specialized Equipment

- First Aid / CPR (Mandatory)
- DOT Certifications- DQ Files (Mandatory for Drivers)
- CDL Licenses/Renew Medical Cards every two years (Mandatory for all CDL drivers)
- Aerial Lift inspections and dielectric boom testing. (Mandatory for all Aerial booms)
- Electrical Hazard Awareness Program (Mandatory for all Arborist)
- DOT annual vehicle inspections (Mandatory for all Chip and Lift Trucks)
- ISA Certified Arborist Certification (Recommended for all Arborist)
- TCIA Membership (Recommended for all Arbor Managers and employees)

Acknowledgment of Receipt and Review of Safety Policy & Guidelines

To All Employees:

It is the employee's responsibility to read and comply with this policy & guidelines. The attached copy of the policy & guidelines are for you to keep. Please sign and date below and return only this page to your Safety Manager.

I have read and understand all of the safety policy & guidelines for Unity Contractor Services.

Signature: _____ Date: _____



Unity Contractor Services, Inc.

June 13, 2019

Christine Freundl
Redevelopment Project Manager
City of Austin | Economic Development Department
301 W. 2nd Street, Suite 2030 | Austin, TX 78701
Phone: (512) 974-7147

RE: COLONY PARK MOWING PROPOSAL

Unity Contractor Services, Inc. (UCS) proposes to provide all labor, supplies and equipment for the following mowing plan activities to include recommended scope and timeline below for a term of one year with the potential of 2 one year renewals.

PROGRAM YEAR END 2 months

July Mowing to control overgrown vegetation providing a fire a break between COA property and adjacent neighborhoods providing 30 ft. mowing width

\$2,510.00

August Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft. mowing width

\$1,995.00

PROGRAM FISCAL YEAR SEPT 2019 thru AUGUST 2020

September Mowing to control overgrown vegetation providing a fire a break between COA property and adjacent neighborhoods providing 30 ft. mowing width

\$2,510.00

October Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft. mowing width

\$1,995.00

November None

December None

January Mowing to control overgrown vegetation providing a fire a break between COA property and adjacent neighborhoods providing 30 ft. mowing width

\$2,510.00

February None

March Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft. mowing width

\$1,995.00

April Mowing to control overgrown vegetation providing a fire a break between COA property and adjacent neighborhoods providing 30 ft. mowing width

\$2,510.00



Unity Contractor Services, Inc.

May Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft. mowing width \$1,995.00

June Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft. mowing width \$1,995.00

July Mowing to control overgrown vegetation providing a fire a break between COA property and adjacent neighborhoods providing 30 ft. mowing width \$2,510.00

August Mowing to control overgrown vegetation adjacent to right-of-way providing 15 ft. mowing width \$1,995.00

Repeat same cycles for upcoming years

Debris Removal

* First Priority: Debris removal at perimeter where mowing will occur:

\$110 Per cubic yard cost

* Second Priority: Locations indicated on map where site is highly visible from the ROW:

\$110 Per cubic yard cost

Please feel free to call me with any questions. Quote prices are guaranteed for 90 days from memo date. Thank you for allowing us to be of service and please feel free to contact me for any additional information. Thank you

Sincerely,

Patrick Carter

Patrick Carter
President



Unity Contractor Services, Inc.

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RICK LINDSEY, PROJECT MANAGER/ESTIMATOR
A.L. LENZY, CONTRACTS MANAGER

CAPABILITIES: U

Unity Contractor Services, Inc. (UCS) is a general contractor that is certified by the Small Business Administration as a Small Disadvantaged Business, HUBZone Certified, DBE Certified, MBE Certified and HUB Certified & Minority Owned

- | | | |
|--|---|----------------------------------|
| • Grounds Maintenance | * | Painting / Water Tower |
| • Tree trimming and removal | * | Housing & Facilities Maintenance |
| • PHAS Inspection Preparation | * | HVAC |
| • Military Security Access Barrier Gates | * | Excavating |
| • Retro-Commissioning | * | Power Line Tree Trimming |
| • Irrigation Installation & Repair | * | Mold Remediation |
| • Vegetation Management | * | Road & street Construction |
| • Sidewalks Construction | * | Demolition/Site Prep |
| • Vertical Construction | * | Building Renovation |
| • Repair Sanitary Sewer | * | Design Build/Mechanical |
| • Debris Removal | * | Power Washing |

NAICS CODES:

236115	Single Family Housing Construction
236118	Residential Remodelers
236116	Multi-family housing construction
561730	Landscape Services
237310	Highway, street & bridge construction
238320	Painting and Wall Covering Contractors
238910	Site Prep

Safety and Quality first. Serving you from:

6448 Hwy 290 East Suite F-113 Austin, Texas 78723 512-926-8065 office 512-926-1292 facsimile
&
1130 Villaggio Blvd. Ste E Bossier City, Louisiana 71111 318-747-9898 office 318-747-9455 facsimile



Unity Contractor Services, Inc.

SAMS/DYNAMIC SMALL BUSINESS SEARCH (PRO-NET REGISTERED): YES

ORCA REGISTERED: YES

CAGE CODE: 05YL8

DUNS: 008627259

ACCEPTS GOVERNMENT PURCHASE CARD: YES

BONDING LEVEL: \$3 MILLON SINGLE \$10 MILLON AGGREGATE

PAST & PRESENT CUSTOMERS:

Barksdale Air Force Base
Fort Hood Army Base
Fort Sam Army Base
City of Austin Watershed
Ft Lewis Washington
Vandenberg Air Force Base
Internal Revenue Service
Cannon Air Force Base New Mexico
Capital Metro – Veolia
Austin Housing Finance Corporation
Federal Aviation Commission
Austin ISD
City of Cedar Park
City of Austin Parks & Recreation
Austin Independent School District
Goodfellow Air Force Base
Health & Human Services Commission

Housing Authority of Travis County
City of Austin Public Works
City of Austin Urban Forestry
Upper Brushy Creeks WCID
Reagan Advertising
Housing Authority of the City of Austin
University of Texas Austin
Texas Department of Transportation
Davey Tree Company
Cadence McShane
Austin Energy
Housing Authority of Round Rock
Housing Authority of Bartlett
Housing Authority of Taylor
Inks Dam National Fish Hatchery
Travis County
Sheppard Air Force Base

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City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Unity Contractor Services, Inc.
6448 East Hwy 290 Suite #113
Austin, Texas 78723

Signature of Officer or
Authorized
Representative:

Patrick Carter

Date: 26 July 2019

Printed Name:

Patrick Carter

Title

CEO

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of July, 2019

Unity Contractor Services, Inc.
6448 East Hwy 290 Suite F-113
Austin, Texas 78723

CONTRACTOR
Authorized
Signature

Patrick Carter
Patrick Carter

Title

CEO

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

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The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Unity Contractor Services, Inc.
6448 East Hwy 290 Suite #113
Austin, Texas 78723

Signature of Officer or
Authorized
Representative:

Patrick Carter

Date: 26 July 2019

Printed Name:

PATRICK CARTER

Title

CEO



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: 7/12/2019

DEPT: Economic Development Department

TO: Purchasing Officer or Designee

FROM: Christine Freundl

PURCHASING POC: Ricardo Zavala

PHONE: 512-974-6381

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

2. Describe this procurement

- What is it for and why it is needed?
 - The City of Austin Economic Development Department (EDD) is the steward of a 208-acre undeveloped site located in east Austin at Decker and Loyola Lanes. This property is adjacent to the Colony Park District Park, Overton Elementary School, and Turner-Roberts Recreation Center. Stewardship of this property requires regular mowing and ground maintenance along the perimeter to mitigate overgrown vegetation into the public right-of-way and residences adjacent to the property. In 2018, the Parks and Recreation Department (PARC) embarked on a master contract to address mowing and maintenance needs on city-owned property. This 208-acre site was included in the development of that solicitation and in the interim EDD procured one-time services for mowing and maintenance as needed. This master contracting effort through PARC was unsuccessful and has been cancelled with the intent to reopen a new solicitation. Unfortunately, long-term contracting obligations for the site have been delayed to a point where immediate action is necessary to procure a vendor to provide maintenance and mowing at regular intervals throughout the year.
- Describe the following (as applicable):
 - **For Public Calamity, Public Health and Safety, Unforeseen Damage to Public Machinery or Equipment, or Critical Business Need Exemptions:** N/A
 - **For Professional, Personal, or Planning Service Exemptions:**
 - Why is the vendor the most qualified to provide the services? *Unity Contractor Services, Inc. (UCS) has extensive familiarity with the challenges and needs of the 208-acre Colony Park site, which includes steep topography, watersheds, and additional critical environmental features. UCS has previously provided excellent services for this challenging site as master contracting efforts with PARC were ongoing and as such have highly efficient, working knowledge of the mowing and maintenance needs of the site.*
 - Does this vendor have a history of working with the City? *Yes, UCS has provided services to the 208-acre site and other PARC sites before.*
 - Will this procurement be component of a larger service or phases of service? *N/A.*
 - Is the vendor a City of Austin local vendor? *Yes*
 - Does the vendor hold an M/WBE certification with the City, a HUB certification with the State of Texas, or any other minority or women owned certifications? *Yes*
 - What qualifications, certifications, or specialized training does the vendor have? *The vendor has extensive knowledge and expertise on large site mowing and maintenance needs. More importantly, UCS has a deeper understanding and familiarity of the 208-acre site, allowing them to more efficiently complete the services requested.*
 - What is the impact if a contract is not secured with this particular vendor (loss of project timeline, loss of funding etc.)? *The site has significant maintenance needs that, if not addressed, can impact the development and maintenance of the site for future development. As steward of this project, EDD is required to ensure the site is maintained in a good faith effort.*
 - What other vendors can provide these services and why are they not the best fit for the contract? *Based on the current profile of firms in Austin, there is no firm that has the extensive knowledge on the property and services required that UCS has. Due to the failed Request for Proposals process led by PARC, EDD needs to act quickly to address the ground maintenance and mowing obligations on the site, and a contractor with such knowledge is needed to ensure we comply with such obligations in a timely manner.*

- **For Other Exceptions from Chapter 252.022:**
 - Explain the circumstances of the procurement. N/A
- **Prices were determined to be reasonable based on the following (select all that apply):**
 - ☐ Prices are established under a current Cooperative contract.
Notes: At a minimum, note the contract number, contract title, cooperative entity, and government or entity who created the contract.
 - ☒ Prices are the same or similar to current City contract.
Notes: At a minimum, note the City of Austin contract number and title.
 - ☐ Prices are the same or similar to current contract with another government.
Notes: At a minimum, note the contract number, title and government that created the contract.
 - ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
 - ☐ Prices are established by law or regulation.
Notes: At a minimum, note the legal or regulatory reference that established the prices.
 - ☐ Other means of determining Price Reasonableness.
Notes: Describe any other source that was used to establish Price Reasonableness.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the request may lead to the request being rejected.

The City of Austin Economic Development Department requires the services provided by the vendor to fulfill its obligations as the steward for the 208-acre Colony Park Sustainable Initiatives project. Stewardship of this project requires regular mowing, ground maintenance, and debris removal along the perimeter to mitigate overgrown vegetation into the public right-of-way and residences adjacent to the property and to address the health and safety of the property. Unity Contractors, Inc. has previously provided excellent services for this challenging site which includes steep topography, watersheds, and critical environmental features. The contractor's working knowledge of the mowing and maintenance needs of the site, and familiarity with its challenges, will allow them to quickly and efficiently address mounting ground maintenance and mowing obligations on the site.

Economic Development was a partner in the PARD led competitive Request for Proposal process to procure a contractor for mowing and maintenance services. However, due to unforeseen cancellation of the RFP and failure of the process, EDD needs to quickly address the needs and obligations for the site with contracted services.

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
- ☒ Scope of Work or Statement of Work (if applicable)
 - ☒ Vendor's proposal/quote (if applicable)
 - ☒ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
 - ☒ Professional resumes, certifications, and/or licenses (Professional, Personal or Planning Services Only)
 - ☐ Other supporting documentation

4. Because of the above facts and supporting documentation, the City of Austin exempts this procurement from Local Government Code Chapter 252 and intends to contract with:

(Vendor Name): Unity Contractor Services, Inc. (VS0000004060) for

(Description of Procurement):


Unity Contractors will provide ground maintenance and mowing services for the perimeter of the 208-acre undeveloped, City-owned, Colony Park Sustainable Community site. Mowing will occur along Loyola Lane, on the north side of the west segment of Colony Loop Drive, and the rear yard of adjacent single-family residences abutting the property.

5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:

☐ This is a one-time request for \$ _____

☒ This is a multi-term contract request for 15 months (# months for base term) in the amount of \$ 43,000 with 1 12 month (# of renewal options) for \$ 35,415 each for a total contract amount of \$ 78,415.

Recommended
Certification

CHRISTINE FRANCO  2019.07.12.
Originator Date

Approved
Certification

 7.18.19
Department Director or designee Date

Assistant City Manager / General Manager Date
or designee (procurement requiring Council approval)

Purchasing Office
Review

Authorized Purchasing Office Staff Date

Purchasing Office
Management Review
(If required due to signature authority level)

Purchasing Officer or designee Date